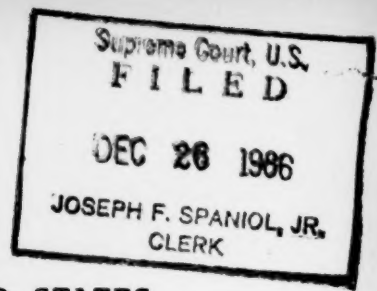


86 - 11 07



IN THE
SUPREME COURT OF THE UNITED STATES
OCTOBER TERM, 1986

NO.

DANIEL H. HENDERSON, Petitioner
- vs -
STATE OF CONNECTICUT, Respondent.

APPENDIX TO
PETITION FOR A WRIT OF CERTIORARI TO
THE APPELLATE COURT OF THE
STATE OF CONNECTICUT

JOHN R. WILLIAMS
WILLIAMS and WISE
51 Elm St., Suite 409
New Haven, CT 06510

Counsel for Petitioner

49P

(i)

APPENDIX

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1a

STATE OF CONNECTICUT

V.

DANIEL H. HENDERSON

NOS. 4205, 4206 and 4207.

Appellate Court of Connecticut.

Argued June 13, 1986.

Decided July 29, 1986.

John R. Williams, New Haven, for
appellant (defendant).

Bernadette Conway, Sp. Asst. State's
Atty., for appellee (State).

Before SPALLONE, DALE and BIELUCH, JJ.
SPALLONE, Judge.

The defendant pleaded guilty to four
criminal charges contained in three
separate informations. A judgment of
conviction was rendered in each case, and
the defendant has filed a separate appeal
from each judgment. Because the issues in

each appeal are identical, we have ordered, suo motu, that the appeals be combined. Accordingly, this opinion is applicable to all three appeals.

On March 29, 1985, the defendant was sentenced by the trial court following his pleas of guilty to reckless endangerment in the second degree in violation of General Statutes §53a-064, larceny in the third degree in violation of General Statutes §53a-124, forgery in the third degree in violation of General Statutes §53a-140, and forgery in the second degree in violation of General Statutes §53a-139. He was sentenced to a total effective term of three years, suspended after eighteen months, with three years probation thereafter.

On April 17, 1985, new counsel for the defendant filed motions for a new trial and to correct an illegal sentence in each case. These were denied by the court after it disallowed the defendant's request for an evidentiary hearing on the motions. On appeal, the defendant claims error in the court's denial of his motions.

At the outset, two factors are immediately apparent. First, the motion for a new trial was untimely, having been filed far after the five days specified in Practice Book §903.¹ Second, both motions,

¹ Practice Book §903 provides: "Unless otherwise permitted by the judicial authority in the interests of justice, a motion for a new trial shall be made within five days after a verdict or finding of guilty or within any further time the judicial authority allows during the five-day period."

no matter how they are couched, raise the claim of ineffective assistance of counsel.

[1] We will not review the defendant's claim of ineffective assistance of counsel. We heed our Supreme Court's admonition that habeas corpus proceedings rather than direct appeals are best suited to test the performance of counsel, including those claims arguably supported by the record as well as those requiring an evidentiary hearing. State v. Leecan, 198 Conn. 517, 541, 504 A.2d 480 (1986); State v. Colon, 8 Conn. App. 11, 112-13, 510 A.2d 1023 (1986); State v. Aspinall, 6 Conn. App. 546, 554-55, 506 A.2d 1063 (1986).

The defendant argues that the trial court's failure to provide the defendant with an evidentiary hearing constitutes an

abuse of the trial court's discretion and that had the court conducted such a hearing, it would have satisfied the Leecan pronouncement that "all claims of ineffective assistance ... be evaluated by the same trier in the same proceeding." We disagree.

[2] Initially, we note that a trial court's procedure in acting on motions is not a substitute for a habeas corpus proceeding. All matters concerned with the alleged illegal confinement of the petitioner in habeas corpus, including the conduct of the trial judge, are subjects of a habeas hearing.

In that the granting of a motion for a new trial is wholly discretionary; State v. Asherman, 193 Conn. 695, 735, 478 A.2d 227 (1984) cert. denied, _____ U.S. _____, 105

S.Ct. 1749, 84 L.Ed.2d 814 (1985); the trial court's ruling on a motion for a new trial should stand unless it is shown that the court abused its discretion. Kubeck v. Foremost Foods Co., 190 Conn. 667, 669-70, 461 A.2d 1380 (1983). The defendant has failed to demonstrate such abuse.

[3] The trial court's action in denying the defendant's motions to correct an illegal sentence and its failure to afford the defendant an evidentiary hearing with regard to such motions also reflect the exercise of the court's discretionary power. The judge who ruled on the motions in this case also sentenced the defendant after she conducted a canvass supports the defendant's later allegations, by affidavit, that he was subject to certain misrepresentations by counsel which induced

him to enter his guilty pleas. The trial court was confronted with the fact that the position taken by the defendant during his canvass was contrary to that expressed in the allegations contained in his affidavit. The court performed its function of resolving the conflicting stances assumed by the defendant and in the exercise of its discretion, based on the facts and circumstances of the case as presented at the hearing on the motions, denied such motions.

There is not error.

In this opinion the other Judges concurred.

1b

APPENDIX B

SUPREME COURT

STATE OF CONNECTICUT

STATE OF CONNECTICUT v. DANIEL H. HENDERSON

The defendant's petition for certification for appeal from the Appellate Court, 8 Conn. App. 342, is denied.

John R. Williams, in support of the petition.

Michael E. O'Hare, assistant state's attorney, in opposition.

Decided October 29, 1986

APPENDIX C

NO. CR13

STATE OF CONNECTICUT :SUPERIOR COURT

VS. :G.A. 13 -- AT WINDSOR

DANIEL H. HENDERSON :APRIL 16, 1985

MOTION FOR NEW TRIAL

Pursuant to Section 903 of the Practice Book, the defendant respectfully moves that he be granted a new trial, in the captioned case for the reason that his pleas of guilty herein were the result of misrepresentations and misunderstandings between himself and defense counsel and were not the product of a knowing, voluntary or intelligent waiver of any of his rights under the Fifth, Sixth and Fourteenth Amendments to the United States Constitution.

The relief requested by this motion is mandated by the Fifth, Sixth and Fourteenth Amendments to the United States Constitution and by the Due Process Clause of Article I, of the Connecticut Constitution.

In the interests of justice, this Court should permit this motion to be filed and considered by the Court at this time, although more than five (5) days have elapsed since judgment entered. Less than twenty (20) days have elapsed since that date, and the information in question could not be prepared by the defendant and submitted to the Court until he was able to obtain new and independent counsel. Since the defendant was incarcerated under this Court's order, it was impossible for him to do so within five (5) days of judgment.

3c

In support of this motion, the defendant submits herewith his affidavit and the affidavits of Gennie Henderson, Irene Gormley, David Henderson and Donald Henderson.

THE DEFENDANT

BY

JOHN R. WILLIAMS
51 Elm Street
New Haven, CT 06510
His Attorney

NO. CR13-

STATE OF CONNECTICUT :SUPERIOR COURT

VS. :G.A. 13 -- AT WINDSOR

DANIEL H. HENDERSON :APRIL 16, 1985

MOTION TO CORRECT ILLEGAL SENTENCE

Pursuant to Section 935 of the Practice Book and the Due Process Clauses of the Fourteenth Amendment to the United States Constitution and Article I, of the Connecticut Constitution, the defendant respectfully moves to vacate his sentence in this case for the reason that it was illegally imposed since it was the result of a plea of guilty obtained solely as a result of misunderstandings and a failure of communication between himself and his attorney, so that his plea of guilty in fact was not a knowing, voluntary or intelligent waiver of any of his rights under the Fourth, Fifth,

Sixth and Fourteenth Amendments to the United States Constitution and Article I, of the Connecticut Constitution.

In support of this motion, the defendant submits herewith his affidavit and the affidavits of Gennie Henderson, Irene Gormley, David Henderson and Donald Henderson.

THE DEFENDANT

BY

JOHN R. WILLIAMS
51 Elm Street
New Haven, CT 06510
His Attorney

NO. CR13-

STATE OF CONNECTICUT :SUPERIOR COURT

VS.

:G.A. 13 -- AT WINDSOR

DANIEL H. HENDERSON :APRIL 16, 1985

SUBMISSION OF EVIDENCE IN SUPPORT OF
MOTION FOR NEW TRIAL AND MOTION TO
VACATE SENTENCE

In support of his motion for a new trial and of his motion to vacate sentence, the defendant respectfully submits to the Court the attached affidavits.

THE DEFENDANT

BY

JOHN R. WILLIAMS
51 Elm Street
New Haven, CT 06510
His Attorney

STATE OF CONNECTICUT)
)
COUNTY OF NEW HAVEN) ss:
)

DANIEL HENDERSON, being duly sworn, hereby
deposes and says:

1. I am over eighteen years of age.
2. I believe in the obligation of an oath.
3. This affidavit is based upon my
personal knowledge.
4. I am presently an inmate at the
Connecticut Youth Institution 42 Jarvis
St., Cheshire, Connecticut.
5. On or about January 14, 1985, I
accompanied my wife, my mother, and my
brother to the office of Charles Thompson,
Attorney at Law.
6. I told Attorney Thompson my situation,
but he continually interrupted me and
continually referred to the charges in a

familiar manner; such as "Larceny Deuce, and Larceny Five." He told me he was familiar with my case.

7. I had been referred to Attorney Thompson from Attorney Donovan.

8. I had originally approached Attorney Donovan to take my case, but he said he couldn't because of a conflict of interest.

9. On the initial visit, Attorney Donovan requested \$2500.00 to take my case.

10. Attorney Thompson never discussed the details of my case on the initial visit.

11. Attorney Thompson told me that he could get me off with no problem. I tried to get some more details, but he wouldn't give me any. He said he would take Judge Susco out to dinner and talk with her about the sentence. He said, "she'll do me a favor." He often referred to Judge Susco

as "Wendy" and told me that she was known as "let 'em go Susco."

12. On or about January 11, 1985, I appeared in Manchester Superior Court with Attorney Daryl Ross, who is Attorney Thompson's Associate. Attorney Thompson had pointed Mr. Ross out to me previously, and said he would meet me at court if Attorney Thompson could not make it. At no time did Attorney Ross interview me prior to the court date on January 11.

13. On or about January 11, 1985, we (my family and I), met with Attorney Ross at about 11:00 a.m. We met him inside the courtroom. He told me, "I don't have your file. I don't know anything about your case." He went into the prosecutors office and stayed inside for about ten or fifteen minutes. He then came out and said, "they

got a lot on you. The prosecutor has taken a personal interest in your case, and he is out to get you." I asked him, "what kind of time do you think I can get out of it?" He avoided the question. He said that "they," meaning the prosecutors, would never, "jerk me around." I understood that to mean that they would never lie to Attorney Ross. I pointed out that I was innocent of the charges. He said that they have more than enough evidence to convict you. He said the prosecutors told him they had photographs of me cashing the checks. He said, "you ought to take any deal you can get." My mother got angry and yelled at him. She tried making alternative suggestions, such as offering to make restitution, or pleading guilty to just a few charges. But Attorney Ross didn't want

to discuss it anymore. Attorney Ross said the prosecutors didn't want jail time for me, they wanted prison time. I asked him what he meant, and he said that jail time was like going to Hartford, and that prison time is like going to Somers. I asked him what kind of time they wanted, and he read off a list of my charges on a yellow legal lined pad and the number of years was listed next to each charge. They added up to twenty years. We then went to court and got a continuance until January 25, 1985. I don't recall seeing either Attorney Thompson or Attorney Ross anytime in between those court dates.

14. On January 25, 1985, I went to court with my wife Lori. My mother was unable to attend because of a death in our family and she was involved with the necessary

arrangements. We met with Attorney Ross. Attorney Thompson was not present. Attorney Ross went into the prosecutors office and stayed for about five or ten minutes. He came out and said, "we're in luck. The other prosecutor, who took a personal interest in the case was not going to be in due to his wife having a miscarriage. You lucked out. This other prosecutor is going to drop a couple of charges from "C" felonies, down to "D" felonies, if you plead guilty today. You are never going to get a deal like this again." I asked him about going to trial. He said, "they have more than enough evidence to convict you, and you'll definitely get twenty years. Take this deal now and you'll get between three and ten months." He said that Wendy Susco was his professor in college and that she

had done favors for him before; for "Charlie" and him. He said we would get a real good deal. I asked him about probation and he told me that maybe there was always a possibility. He told me that I didn't have anything to worry about. He told me to take my wife out to dinner and have a good time and relax and not to worry about the time coming up. I asked him what he thought about the deal. He told us about other people who hadn't taken deals and had gotten fifteen to twenty years. Then he told me that he had to go back in and tell the prosecutor that I was taking the deal, that the guy was giving me a break and that I would never see this kind of deal again. He told me to plead guilty with no recommendation as to sentence. It was better, so that he could get it before

Judge Susco, that he could get a real good deal from her. He told me that she was real easy on sentences, and he referred to her the same way that Attorney Thompson did as, "let 'em go Susco." I did not give Attorney Ross a definite answer as to pleading guilty. He said, "I am going to go in and tell them that you are taking the deal." I was thinking about the twenty year sentence and made no attempt to stop him. He only stayed in the prosecutor's office for a second. He walked in and out. He told me that when I went up before the judge not to plead not guilty on any of the charges. When the judge asked me if I was on drugs and alcohol to say no. He said they were going to ask me if any promises or threats had been made to me. I was to say no. The judge would not accept the

plea otherwise and that I would never see this kind of deal again. The other prosecutor wanted to give me a lot of time. I said, "twenty years is a lot of time." He nodded his head.

15. He went into the courtroom and eventually appeared before the judge. The judge asked me several questions. He did it for each charge that I had pled guilty to. Among the questions the judge asked me, was if anyone had promised me anything or threatened me into pleading guilty? If I was doing it of my own free will and for no other reason? I answered, "yes Your Honor." I know I lied to the judge, but his was what my attorney told me to do. He said they wouldn't accept the plea if I didn't say these things. For each charge he asked me the same questions. He asked

them five or six time. He then said, "I can accept this plea," or something like that. I was then given about four to six weeks for a pre-sentence investigation. It became about two months because Judge Susco had to go on vacation.

16. My mother and I met with Attorney Thompson and Attorney Ross several times during that two month period. On the first meeting after I pled guilty, my mother insisted that the plea be taken back. My mother had spoken previously on the phone with Attorney Ross who said that if we wanted to, the pleas could be withdrawn, but that it would not be good for their reputation. After my mother told him to withdraw the plea, he accused us of not telling him all the charges that were against me, at the initial meeting. We had

tried to, but he acted like he knew all about it. My mother continually asked for a meeting with the attorneys after the court date, and after several postponements, one finally occurred. We would set dates for meetings, and they would agree and then not show up.

17. At this meeting, my mother, brother and I were present. My mother said that she wanted to go to trial. Attorney Thompson said that I would get twenty years. He said that he was going to take Wendy, Judge Susco, out to dinner. They had been out to dinner many times before. He was going to talk to her about the case.

He said that more than likely, I'll get you probation. My mother argued with him that she wanted the pleas withdrawn because she didn't want them on my record.

Attorney Thompson said, "screw his record if he gets probation." I urged my mother to take the deal, because I wanted to get it over with. He told us that he would see her, Judge Susco, in a couple of days, and would call us to tell us what happened, but he never did.

18. We gave Attorney Thompson a call after a few days. We had another meeting with both attorneys about a week or two later. Attorney Thompson said he couldn't talk to the judge because the other prosecutor was back and that he had told the judge not to talk to anyone from Thompson's office about the case, because he had a personal interest in it. My mother again asked him to get the pleas withdrawn. Attorney Thompson said that it could not be done because the judge had asked me the

questions about the promises and the threats. Those answers were on paper now and nothing could be done. I tried to make him be definite about time. He said he would see Judge Susco again. He said that he would try to get me probation to three months. He couldn't promise anything, but she always does favors for them. That is why they call her, "let 'em go Susco." We tried to make him be definite about when he was going to go see Judge Susco. He said he would go see her in three weeks and that he would get a hold of us, but he never did. He gave us a specific date when he was going to see her on, but I don't remember what it was.

19. We had another meeting in about a month to five weeks later. Both attorneys were there. Attorney Thompson said that

Judge Susco had not read the whole pre-sentence investigation report, and that he was going to see her the next day. My mother still wanted to withdraw the pleas. She told him that if he didn't want to go to trial for us, that he should tell us now and that we would get another lawyer. I suggested that Attorney Thompson should go see Judge Susco the next day, and see if he could get the deal for probation. Attorney Thompson agreed, and said that if we could not get the deal that we will withdraw the pleas and go to trial. My mother repeated what he was saying just to make sure, and he confirmed it. He said that he would get a hold of us as soon as he found out, but he never did.

20. I called the office on several more occasions, and finally spoke with Attorney

Ross. He said that he would go up and see Judge Susco. This continued until the day of sentence.

21. One week exactly before the day I was sentenced, Attorney Thompson said he was going into the judge's chambers so I was to be there late. He did not show up until about 12:00 p.m. He said the judge was giving him no indication as to sentence. My mother argued with him, and asked if we could get the pleas withdrawn. He told us absolutely not. My mother asked if we could fire him right in front of the judge. He said it might work, but that he didn't want to do that because it would tarnish his reputation.

22. I have good reason to believe that Attorney Thompson told the prosecutor that I had not shown up on that day, because

when Judge Susco wouldn't give me any time to get my affairs in order she said it was because I had not appeared in court the week before. Anyway, on this day, the case was continued until the following Friday.

23. After the postponement, I gave the attorneys a call, and it took a couple of days to get through to them. It was on Thursday, the day before my court day, when I finally got to speak to Attorney Thompson. He said that he was going to talk to Judge Susco, and I was to be in Court.

24. On Friday morning I asked if he had talked to the judge. He went into the prosecutors' office a couple of times. I never did see him go into the judge's office that day, but he said he had. He said that I would never get more than six months, and more likely three, because

Whitley, the companion case to mine, got six months. My record was better, I was younger, and had a family that I was supporting.

25. We went into the courtroom. My entire family was present. I pled to something, I don't know what it was. Then something was being nолled. The judge asked the attorneys what was being nолled, and it turned out to be the Larceny 2. I asked Attorney Thompson if I was allowed to talk on my own behalf. He said he would ask, but he didn't bother. I did not get the opportunity to talk on my own behalf at all.

DANIEL HENDERSON

Subscribed and sworn to before me this 13th day of April, 1985.

NOTARY PUBLIC

I am GENNIE HENDERSON of Meriden, Connecticut. I am employed at the Aetna Life & Casualty Insurance Company as a Computer Programmer.

In Dec. 1984 my son Daniel was granted a continuance to hire a new Attorney.

On or about Jan. 14th Danny, his wife, myself and his brother David went to see Atty Charles Thompson. We discussed at length Danny's case. I told Atty Thompson that I always accompanied Danny to be sure he did not accept any deal without being

fully informed as to the possible outcome. After discussing all of the circumstances surrounding the case, the outcome of our talks was that Atty Thompson was going to 1) File Motions; 2) Look into getting Danny Probation 3) If not probation, GO TO TRIAL. We made it very clear that if Dan could not get probation, we wanted to go to trial. Atty Thompson assured us that was the path he would take and we engaged him to represent Danny.

On Jan. 25th, approx. 1-week or so after our first meeting with Atty Thompson, Danny went to Manchester Court with Atty Ross, an associate of Atty Thompson's. Because of the seriousness of the charges, as I stated above, I always accompanied my son on his court appearances to be sure he was fully and properly informed. I always

questioned the Attorney so I could interpret to Danny exactly what possibilities exist if he accepted any offer the State made.

The week of Jan. 25th my mother passed away and in my grief, I forgot Danny's court date. Danny did not want to burden me with any problems at that time and he went to Court without me. When he returned, he said Atty Ross "made a deal". When I questioned Dan, he said he was not sure what the deal was but said the Attorney said it was a good deal and if I did not take it, he could never get that deal again so he did what the lawyer told him. I was very concerned and immediately went to Atty Thompson's office.

When I questioned him about the deal they (Atty Thompson & Ross) were very vague

and said they did not have all the papers yet, etc. When I finally found out some of the counts he pleaded to, I was shocked, and when Danny realized there was nothing prearranged before he pleaded we were upset. Danny requested that his plea be pulled back immediately.

Danny requested that his plea be pulled back immediately. Atty Thompson said that could not be done. I told Atty Thompson that JUDGE MACK appeared to be a decent, reasonable man and I truly believed that if he knew the circumstances, that Danny was misadvised and trusted the Attorney, that JUDGE MACK would give Danny the opportunity to go to trial. I made it very clear to Atty Thompson that if he did not do the right thing, we would go before the Judge and make that request.

Atty Thompson said he was very good friends with Judge Wendy Susco and he would meet with her in a few days; he promised that if he did not get a commitment from her for probation or something acceptable, he would pull back Dan's plea. Every week he made the same promise right up until sentencing week (March 22nd).

On March 22nd we met Atty Thompson at Windsor Court for the sentencing. He was supposed to have seen the Judge the night before to give us an answer, and at that point he still did not have any offer. We told him if he did not know or have any idea what Dan was facing as far as sentencing, Danny would have to tell the Judge the story, that he was misadvised, misrepresented, etc. and ask the Judge if he could pull back his plea and have the opportunity

to go to trial. At that point Atty Thompson went to the Judge's chambers and when he returned, he said he asked the Judge for a 1 week continuance because he had an appointment in a short while. It was continued to March 29th. Atty Thompson promised us he would see Judge Susco on Weds. (3/27) and said if he did not get something concrete from her, he would have Dan pull back his plea.

On March 29th we met Atty Thompson at Windsor Court. He met with the prosecutor - he met with the Judge, etc. before we went into the courtroom. He said Danny would not get more than 6 months. We questioned him several times on the sentence and he assured us Dan would not get more than 6 months. He told us if Danny made restitution (which he did

mention during the week) even though he did not get anything, he would use it as a "bargaining chip" for probation. I asked him what would happen if they did not accept that - we did not want Danny to pay back money he never received if he was still going to get 6 months. Atty Thompson said if he did not get probation, his sentence would be cut in half to 3 months. Danny's Uncle was present and offered to loan Danny the money. We had no reason to believe that Atty Thompson did not make any agreements as he was back and forth in the prosecutor's office before we went into the courtroom.

When Judge Susco Sentenced Danny, we were all shocked and realized that Atty Thompson never made any deal before court and lead Danny to believe he knew what

Danny's sentence would be so Danny would not try to pull back his plea and tell the court that he was misrepresented.

By not being truthful, Attorney Thompson denied Danny the right to a trial.

GENNIE HENDERSON

A-F-F-I-D-A-V-I-T

I, IRENE GORMLEY of Meriden, Ct. attended Daniel Henderson at Windsor Court on March 29, 1985.

I was with Daniel, along with other members of the family, when his attorney Charles Thompson, told Daniel that he would not get more than 6 months for his sentence. I also heard him tell Daniel that an offer of restitution could possibly get him probation or cut his 6 month sentence in half. Different members of the family questioned the Attorney regarding his sentence.

IRENE GORMLEY

33c

Subscribed and sworn to this 6th day of
April, 1985 at Meriden, Ct.

NOTARY PUBLIC

AFFIDAVIT

I am David Henderson, Meriden, Ct. I was with Daniel Henderson when he hired Attorney Thompson and knew of the agreement when he retained him; which was to file motions - go for probation - or go to trial.

I was also present on several occasions when Daniel told his Attorney to pull back his plea because he was made to believe that he had a good deal and he would get much worse if he did not take it. He assumed there was some arrangement for probation or something acceptable because we discussed that when Daniel retained him.

Attorney Thompson promised him that if he did not get something acceptable from the Judge he would pull back Dan's plea. He promised Daniel an answer every week up

until sentencing.

On March 29, 1985 I heard Attorney Thompson tell Daniel that he would not get more than 6 months. He said if he made restitution he would use that as a "bargaining chip" for probation and at worse get his sentence reduced to 3 months. Daniel believed him and so did the rest of the family.

Daniel did not ask to have his plea pulled back even when the Judge questioned him because according to what his Attorney said, he would not get more than 3 or 6 months at worst.

Attorney Thompson deceived Daniel into believing that so Daniel would not tell the Judge Attorney Thompson grossly misrepre-

36c

sented him.

DAVID J. HENDERSON

Subscribed and sworn to this day of
April, 1985.

NOTARY PUBLIC

AFFIDAVIT

I am DONALD HENDERSON of Meriden, Connecticut. I am a Computer Programmer with a Consulting Firm. On March 29, 1985 I was at Superior Court in Windsor with Daniel Henderson regarding the disposition of his case.

I was aware that Attorney Charles Thompson promised Danny he would know in advance what his sentence would be so he could have the option of pulling back his plea so he could go to trial.

On more than one occasion that morning, in my presence, I heard Atty Thompson tell Danny that he would not get more than a 6 month sentence. He also told Danny that if he offered restitution, even though he didn't get anything, he could use it as a bargaining chip to show good faith and ask

for probation in return. He assured Danny that if he did not get probation, he would probably get his sentence reduced to half the time, 3 months. Several of us questioned the Attorney on that. My Uncle offered to loan Danny the money (approx. 2,200). We all questioned the Attorney to be sure Danny knew what his sentence would be before he appeared before the Judge.

When Danny was sentenced by Judge Susco, it was a total surprise to all of us. we realized that Atty Thompson had no intention of pulling back the plea and he lead Danny to believe he knew what his sentence would be before-hand so Danny would not stand before the Court and claim he was mislead and misrepresented by Atty

39c

Thompson.

DONALD T. HENDERSON

Subscribed and sworn to before me this
30th day of March, 1985 at Meriden,
Connecticut.

NOTARY PUBLIC